

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION**

POLY-MED, INC.,

Plaintiff,

vs.

NOVUS SCIENTIFIC PTE. LTD.,
NOVUS SCIENTIFIC, INC. and
NOVUS SCIENTIFIC AB,

Defendants.

CIVIL ACTION NO. 8:15-cv-01964-JMC

FINAL JUDGMENT

This action came before the Court on the record and on motions and argument of the parties. The issues have been reviewed and decisions rendered. It is hereby

ORDERED, ADJUDGED AND DECREED that summary judgment is entered in favor of the Defendants Novus Scientific Pte. Ltd., Novus Scientific, Inc., and Novus Scientific AB, as to Plaintiff Poly-Med's "hernia only" and "patent application" breach of contract claims, as set forth in this Court's Order, dated April 24, 2018 (ECF No. 252);

ORDERED, ADJUDGED AND DECREED that summary judgment is entered in favor of the Defendants Novus Scientific Pte. Ltd., Novus Scientific, Inc., and Novus Scientific AB, as to Plaintiff Poly-Med, Inc.'s tortious interference claims, as set forth in this Court's Order, dated August 21, 2018 (ECF No. 404);

ORDERED, ADJUDGED AND DECREED that summary judgment is entered in favor of the Plaintiff Poly-Med, Inc. as to Defendant Novus Scientific AB's intentional interference with

existing contractual relations claim, as set forth in this Court's Order, dated August 21, 2018 (ECF No. 404);

ORDERED, ADJUDGED AND DECREED that summary judgment is entered in favor of the Defendants Novus Scientific Pte. Ltd., Novus Scientific, Inc., and Novus Scientific AB, as to Plaintiff Poly-Med, Inc.'s South Carolina Unfair Trade Practices Act claims, as set forth in this Court's Order, dated August 24, 2018 (ECF No. 408);

ORDERED, ADJUDGED AND DECREED that Plaintiff Poly-Med, Inc.'s request for a declaratory judgment that the 2005 Sale of Materials and License Agreement is terminated is dismissed, as set forth in this Court's Order, dated August 27, 2018 (ECF No. 412);

ORDERED, ADJUDGED AND DECREED that summary judgment is entered in favor of the Plaintiff Poly-Med, Inc. as to Defendant Novus Scientific AB's and Novus Scientific Pte. Ltd.'s South Carolina Unfair Trade Practices Act claims, as set forth in this Court's Order, dated August 31, 2018 (ECF No. 418);

ORDERED, ADJUDGED AND DECREED that summary judgment is entered in favor of the Plaintiff Poly-Med, Inc. as to Defendant Novus Scientific AB's and Novus Scientific Pte. Ltd.'s Breach of Contract Counterclaims Regarding Plaintiff's Commercial Exploitation of Information, Test Results, and Documentation with Respect to Testing, as set forth in this Court's Order, dated August 31, 2018 (ECF No. 420);

ORDERED, ADJUDGED AND DECREED that, by agreement of the parties as set forth in the Stipulation of Dismissal Without Prejudice of Certain Claims and Counterclaims (ECF No. 424), the currently pending claim and counterclaims (specifically, Breach of Contract Claim in Count I Arising out of Transfer of the 2005 Sale of Materials and License Agreement by Plaintiff, Counterclaims for Breach of Contract Regarding Plaintiff's Sale or Licensing of Mesh, Chemical

Composition, and Manufacturing Processes by Defendants Novus Scientific Pte. Ltd. and Novus Scientific AB, Termination-Related Breach of Contract Counterclaims by Defendants Novus Scientific Pte. Ltd. and Novus Scientific AB, Defamation Counterclaims by Novus Scientific Pte. Ltd. and Novus Scientific AB, and Conversion Counterclaim by Novus Scientific Pte. Ltd.), which constitute all of the claims and counterclaims in the instant litigation that have not been disposed of by the Court in one or more Orders on motions for summary judgment, or dismissed by the Court through its Order dated August 27, 2018 (ECF No. 412), are dismissed without prejudice.

IT IS SO ORDERED.

A handwritten signature in black ink, reading "J. Michelle Childs". The signature is written in a cursive, flowing style.

United States District Judge

September 5, 2018
Columbia, South Carolina